

INVITATION FOR BIDS (IFB)

IFB # 08-11-PJ

Issue Date:	April 8, 2008
Title:	Chemical Analysis of Estuarine Sediment Samples
Commodity Code:	96148
Issuing Agency:	Commonwealth of Virginia Department of Environmental Quality Attn: Patsy Jones, Contract Officer P. O. Box 1105 Richmond, VA 23218
Using Agency And/Or Location Where Work Will Be Performed:	Department of Environmental Quality

Period Of Contract: From July 1, 2008 Through June 30, 2009 (Renewable).

Sealed Bids Will Be Received Until 2:00 p.m. On May 7, 2008 For Furnishing The Services Described Herein And Then
Opened In Public.

All Inquiries For Information Should Be Directed To: Patsy Jones, Contract Officer, Phone: (804) 698-4335 or E-mail: psjones@deq.virginia.gov.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE DELIVERED BY COURIER, DELIVER TO: Department of Environmental Quality, Attn: Patsy Jones, Contract Officer, 629 East Main Street, Richmond, VA, 23219. BIDS MAY ALSO BE HAND DELIVERED TO: 1st Floor Receptionist at the street address shown above for courier delivery.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section VII, Pricing Schedule.

Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature In Ink)
_____ Zip Code: _____	Name: _____
FEI/FIN NO. _____	(Please Print)
Fax Number: (____) _____	Title: _____
E-mail Address: _____	Telephone Number: (____) _____

PREBID CONFERENCE: An optional prebid conference will be held at 1:00 p.m. on April 23, 2008 at the Department of Environmental Quality, 4th Floor Conference Room, 629 East Main Street, Richmond, VA, 23219. (Reference: Section III herein). If special ADA accommodations are needed, please contact Patsy Jones at (804) 698-4335 by April 18, 2008. Potential bidders who are unable to attend the prebid conference may elect to participate via conference call (804-698-4507).

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose of this Invitation for Bids is to solicit sealed bids to establish a contract with a single contractor for the provision of Chemical Analysis of Estuarine Sediment Samples for the Virginia Department of Environmental Quality (DEQ). The contract will be for a one-year period with the option of four (4) one-year renewals.

II. SCOPE OF WORK:

The contractor shall analyze up to 50 estuarine sediment samples plus up to 5 additional QA samples each year that the contract is in effect. The samples will be collected by DEQ staff from July to September of each year, and shipped or delivered to the contractor for analysis. Samples for metals analysis will be provided in 125 mL wide mouth Nalgene containers, and samples for organics analysis will be provided in 500 mL certified I-Chem® wide mouth glass containers.

The contractor shall have experience in the analysis of the analytes listed in Table 1 for all samples, while the specific analytes to be determined for any single sample shall be determined by DEQ. The contractor shall employ methods equivalent to those utilized by the National Status and Trends (NS&T) Program under NOAA (National Oceanic and Atmospheric Administration) or EPA's EMAP (Environmental Monitoring and Assessment Program).

Samples will require analytical results for all analytes listed in Table 1. The contractor is asked to provide per sample bid costs for each of these analysis categories: PAHs, PCB congeners, DDT and metabolites, chlorinated pesticides other than DDT, trace metals, total organic carbon. Reference Section VII, Pricing Schedule. Prior to contract award, the contractor must demonstrate the ability to meet the required method detection limits (listed below). To demonstrate capability, the contractor shall supply the results from certified reference materials (of the same matrices) that have been analyzed in the past year. Results from participation in the annual NIST inter-laboratory comparison may be submitted in lieu of the CRMs. The contractor is required to submit a copy of their Quality Assurance/Quality Control protocols to the DEQ Contract Administrator prior to the analysis of samples. The contractor must permit QA audit of laboratory and/or data entry procedures by an authorized agent of DEQ at any time during the conduct of analyses (given advance notification).

Results shall be reported in an electronic format. The contractor shall also provide a hard-copy output of data files (i.e., spreadsheets) for the purpose of quality assurance. A written report detailing the methods used and the results of QA measures for each sample batch shall also be provided by the contractor. The report is to be submitted to the DEQ Contract Administrator within 90 days after receipt of the last samples. Any laboratory notes discussing problems encountered must be included as an appendix to this report. Original records, such as laboratory notebooks and chromatograms, shall be retained for

at least five years following the final report submission, as they may be requested to be sent to DEQ.

The contractor shall perform chemical analyses on up to 55 estuarine sediment residue samples. The analytes of interest and method detection limit requirements are listed in Tables 1-3 below. Note that MDL calculations follow EPA's "Definition and Procedure for the Determination of the Method Detection Limit - revision 1.11" 40 CFR Part 136, Appendix B. Analytical methods utilized by the NS&T or EMAP Programs (see references) or equivalent shall be utilized in order to meet specified method detection limit and performance criteria. Note that the elemental analyses require a "total digestion" using hydrofluoric acid. A Quality Assurance/Quality Control (QA/QC) program shall be in place at the contractor's laboratory, and shall address, at a minimum, the following topics: accuracy and precision, calibration, detection limits; physical processing of samples; analytical methods utilized; QA/QC samples, including all acceptability criteria; data reporting. Routine analysis, i.e., on a per batch basis, of Certified Reference Materials (CRMs) is required.

The contractor will receive separate sediment samples for metals and organics. Reporting shall include all QA/QC information and weights associated with the sample and analyte concentrations.

Data and a final report shall be delivered to DEQ within 90 days of receipt of the final sample.

Invoicing should occur in a single billing upon completion of all samples and submission of the final report, no later than December 31, 2008.

References:

Lauenstein, G.G. and A.Y. Cantillo, ed. (1993). Sampling Analytical Methods of the National Status and Trends Program National Benthic Surveillance and Mussel Watch Projects 1984-1992; Volume IV: Comprehensive Descriptions of Trace Organic Analytical Methods. NOAA Technical memorandum NOS ORCA 71, Silver Spring, MD.

Lauenstein, G.G. and A.Y. Cantillo, ed. (1993). Sampling Analytical Methods of the National Status and Trends Program National Benthic Surveillance and Mussel Watch Projects 1984-1992; Volume III: Comprehensive Descriptions of Elemental Analytical Methods. NOAA Technical memorandum NOS ORCA 71, Silver Spring, MD.

Lauenstein, G.G. and A.Y. Cantillo, ed. (1993). Sampling Analytical Methods of the National Status and Trends Program National Benthic Surveillance and Mussel Watch Projects 1984-1992; Volume II: Comprehensive Descriptions of Complementary Measurements. NOAA Technical memorandum NOS ORCA 71, Silver Spring, MD.

U.S. EPA. 2001. Environmental Monitoring and Assessment Program (EMAP). National Coastal Assessment Quality Assurance Project Plan 2001-2004. United States Environmental Protection Agency, Office of Research and Development, National Health and Environmental Effects Research Laboratory, Gulf Ecology Division, Gulf Breeze, FL. EPA/620/R-01/002.

TABLE 1. Chemicals to be measured in sediments for the Virginia DEQ.

Polynuclear Aromatic Hydrocarbons (PAHs)		21 PCB Congeners:	
		<u>PCB No.</u>	<u>Compound Name</u>
Acenaphthene	1-methylnaphthalene	8	2,4'-dichlorobiphenyl
Anthracene	1-methylphenanthrene	18	2,2',5-trichlorobiphenyl
Benz(a)anthracene	2,6-dimethylnaphthalene	28	2,4,4'-trichlorobiphenyl
Benzo(a)pyrene	Naphthalene	44	2,2',3,5'-tetrachlorobiphenyl
Biphenyl	Phenanthrene	52	2,2',5,5'-tetrachlorobiphenyl
Chrysene	Pyrene	66	2,3',4,4'-tetrachlorobiphenyl
Dibenz(a,h)anthracene	Benzo(b)fluoranthene	101	2,2',4,5,5'-pentachlorobiphenyl
Dibenzothiophene	Acenaphthylene	105	2,3,3',4,4'-pentachlorobiphenyl
2,6-dimethylnaphthalene	Benzo(k)fluoranthene	110/77	2,3,3',4',6-pentachlorobiphenyl
Fluoranthene	Benzo(g,h,i)perylene		3,3',4,4'-tetrachlorobiphenyl
Fluorene	Ideno(1,2,3-c,d)pyrene	118	2,3,4,4',5-pentachlorobiphenyl
2-methylnaphthalene	2,3,5-trimethylnaphthalene	126	3,3,4,4',5-pentachlorobiphenyl
		128	2,2',3,3',4,4'-hexachlorobiphenyl
		138	2,2',3,4,4',5'-hexachlorobiphenyl
		153	2,2',4,4',5,5'-hexachlorobiphenyl
		170	2,2',3,3',4,4',5-heptachlorobiphenyl
		180	2,2',3,4,4',5,5'-heptachlorobiphenyl
		187	2,2',3,4',5,5',6-heptachlorobiphenyl
		195	2,2',3,3',4,4',5,6-octachlorobiphenyl
		206	2,2',3,3',4,4',5,5',6-nonachlorobiphenyl
		209	2,2',3,3',4,4',5,5',6,6'-decachlorobiphenyl
DDT and its metabolites	Chlorinated pesticides other than DDT	Trace Elements	
2,4'-DDD		Aluminum	
4,4'-DDD	Aldrin	Antimony (sediment, only)	
2,4'-DDE	Alpha-Chlordane	Arsenic	
4,4'-DDE	Dieldrin	Cadmium	
2,4'-DDT	Endosulfan I	Chromium	
4,4'-DDT	Endosulfan II	Copper	
	Endosulfan sulfate	Iron	
	Endrin	Lead	
	Heptachlor	Manganese (sediment, only)	
	Heptachlor epoxide	Mercury	
	Hexachlorobenzene	Nickel	
	Lindane (gamma-BHC)	Selenium	
	Mirex	Silver	
	Toxaphene	Tin	
	Trans-Nonachlor	Zinc	
		Other Measurements	
		Total organic carbon (sediments)	

TABLE 2. Target method detection limits for Virginia DEQ analytes.

INORGANICS (NOTE: concentrations in µg/g [ppm], dry weight)

	<u>Sediments</u>
Aluminum	1500
Antimony	0.2
Arsenic	1.5
Cadmium	0.05
Chromium	5.0
Copper	5.0
Iron	500
Lead	1.0
Manganese	1.0
Mercury	0.01
Nickel	1.0
Selenium	0.1
Silver	0.01
Tin	0.1
Zinc	2.0

ORGANICS (NOTE: concentrations in ng/g [ppb], dry weight)

	<u>Sediments</u>
PAHs	10
PCB congeners	1.0
Chlorinated pesticides	1.0

TABLE 3. Data reporting format for Virginia DEQ.

MEASUREMENT	UNITS	EXPRESSED TO NEAREST
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Laboratory Analyses

Sediment Chemistry:

Pesticides and PCBs	ng/g; ppb (dry wt)	0.01
PAHs	ng/g; ppm (dry wt)	0.01
Metals	ug/g; ppm (dry wt)	0.01
Hg	ug/g; ppm (dry wt)	0.001

III. **PREBID CONFERENCE – OPTIONAL:**

An optional prebid conference will be held at 1:00 p.m. on April 23, 2008 at the Department of Environmental Quality, 4th Floor Conference Room, 629 East Main Street, Richmond, VA, 23219. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Potential bidders who are unable to attend the prebid conference may elect to participate via conference call (804-698-4507).

IV. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bid, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to

account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor

that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or

any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Omitted.
- R. **USE OF BRAND NAMES:** Omitted.
- S. **TRANSPORTATION AND PACKAGING:** Omitted.
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to

conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

V. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Department of Environmental Quality will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD OF CONTRACT:** The Commonwealth will make the award on a grand total basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- G. IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>May 7, 2008</u>	<u>2:00 p.m.</u>
Name of Bidder	Due Date	Time
_____	<u># 08-11-PJ</u>	
Street or Box Number	IFB No.	
_____	<u>Chemical Analysis of Estuarine</u>	
City, State, Zip Code	<u>Sediment Samples</u>	
	IFB Title	

Name of Contract Officer: Patsy Jones

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

H. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- J. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of

the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

K. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

L. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

VI. METHOD OF PAYMENT:

- A. The contractor shall submit a single invoice upon completion of all samples and submission of the final report, no later than December 31, 2008.
- B. The invoice shall reference the contract number and fully detail the services performed.
- C. The invoice shall be sent to:
- Department of Environmental Quality
Attn: Accounts Payable
P.O. Box 1105
Richmond, Virginia 23218
- D. The contractor will receive payment within thirty days of receipt of an accurate and complete invoice as approved by the DEQ Contract Administrator.

VII. PRICING SCHEDULE:

The contractor shall provide per sample bid costs as follows:

<u>Analytes</u>	<u>Maximum # of Samples</u>	<u>Unit</u>	<u>Unit Price Per Sample</u>	<u>Total Price Per Sample</u>
PAHs	55	each	\$_____	\$_____
PCB Congeners	55	each	\$_____	\$_____
DDT and Metabolites	55	each	\$_____	\$_____
Chlorinated Pesticides Other Than DDT	55	each	\$_____	\$_____
Trace Metals	55	each	\$_____	\$_____
Total Organic Carbon	55	each	\$_____	\$_____
GRAND TOTAL				\$_____

VIII. ATTACHMENTS:

- A. Vendor Data Sheet** - Bidder to provide contact information, number of years in business and four (4) references.
- B. Small Business Subcontracting Plan** - Bidder to document the firm's certification as a small business by the Department of Minority Business Enterprise (DMBE) or plans for utilizing DMBE-certified small businesses as subcontractors in the performance of this contract.

ATTACHMENT A
VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information:
FIN or FEI Number: _____ If Company, Corporation, or Partnership
Social Security Number: _____ If Individual
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT B

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.org (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					